

Project Name (Subdivision):

Creamline Park Subdivision

Water Main Easement Number: 1

Identify this Easement by sequential number if Project contains more than one Water Main easement.

(See Instructions for additional information).

WATER MAIN EASEMENT

THIS Easement Agreement, made this ____ day of _____, 20__ between Adler AB Owner XIV, LLC ("Grantor"), and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the water main is to be provided for through underground pipelines to be constructed by others; and

WHEREAS, it will be necessary to maintain and service said pipelines from time to time by the Grantee;

NOW, THEREFORE, in consideration of the benefits to be received by the Grantor, and other good and valuable consideration, the Grantor does hereby give, grant and convey unto the Grantee the right-of-way for an easement for the operation and maintenance of water mains over and across the following described property:

(SEE ATTACHED EXHIBITS A and B)

The easement hereby granted is for the purpose of construction and operation of water mains and their allied facilities, together with their maintenance, repair and replacement at the convenience of the Grantee, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, its successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance, Grantee shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. However, Grantee shall not be responsible for repairing, replacing or restoring anything placed within the area described in this easement that was placed there in violation of this easement.

THE GRANTOR covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any

public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

THE GRANTOR does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the aforementioned and described tract of land, and that Grantor has a good and lawful right to convey said easement, and that Grantor will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR:

Adler AB Owner XIV, LLC

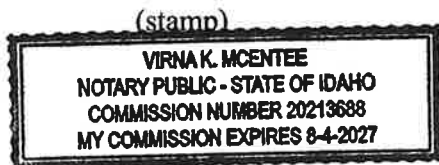


STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on June 7th, 2023 (date) by Michael S. Adler (name of individual), [*complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity*] on behalf of Adler AB Owner XIV, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: President (type of authority such as officer or trustee)



Virna K. McEntee
Notary Signature
My Commission Expires: 8-4-2027

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)
 : ss.
County of Ada)

This record was acknowledged before me on _____ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature

My Commission Expires: _____

EXHIBIT A
ADLER INDUSTRIAL
CODALE ELECTRIC NEW WAREHOUSE DEVELOPMENT
WATER MAIN EASEMENT
SITUATED IN LOT 1, BLOCK 1 OF CREAMLINE PARK SUBDIVISION
IN THE SW 1/4 OF THE SW 1/4 OF SECTION 12
T. 3 N., R. 1 W., B.M.
CITY OF MERIDIAN, ADA COUNTY, IDAHO

A 20 foot wide easement situated in Lot 1, Block 1, of Creamline Park Subdivision, a recorded subdivision on file in Book 99 of Plats at Pages 12784 through 12787, records of Ada County, Idaho, and further described as situated in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 3 North, Range 1 West, Boise Meridian, City Of Meridian, Ada County, Idaho, being 10 feet each side of the following described centerline:

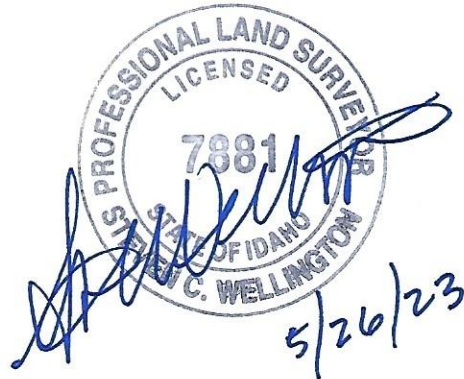
Commencing at the southeasterly corner of said Lot 1, Block 1, of Creamline Park Subdivision, from which the northeasterly corner of said Lot 1 bears North $0^{\circ}43'10''$ East 274.53 feet;

thence along the easterly boundary of said Lot 1, being also the westerly right-of-way of Northwest 13th Place, North $0^{\circ}43'10''$ East 149.15 feet to the POINT OF BEGINNING;

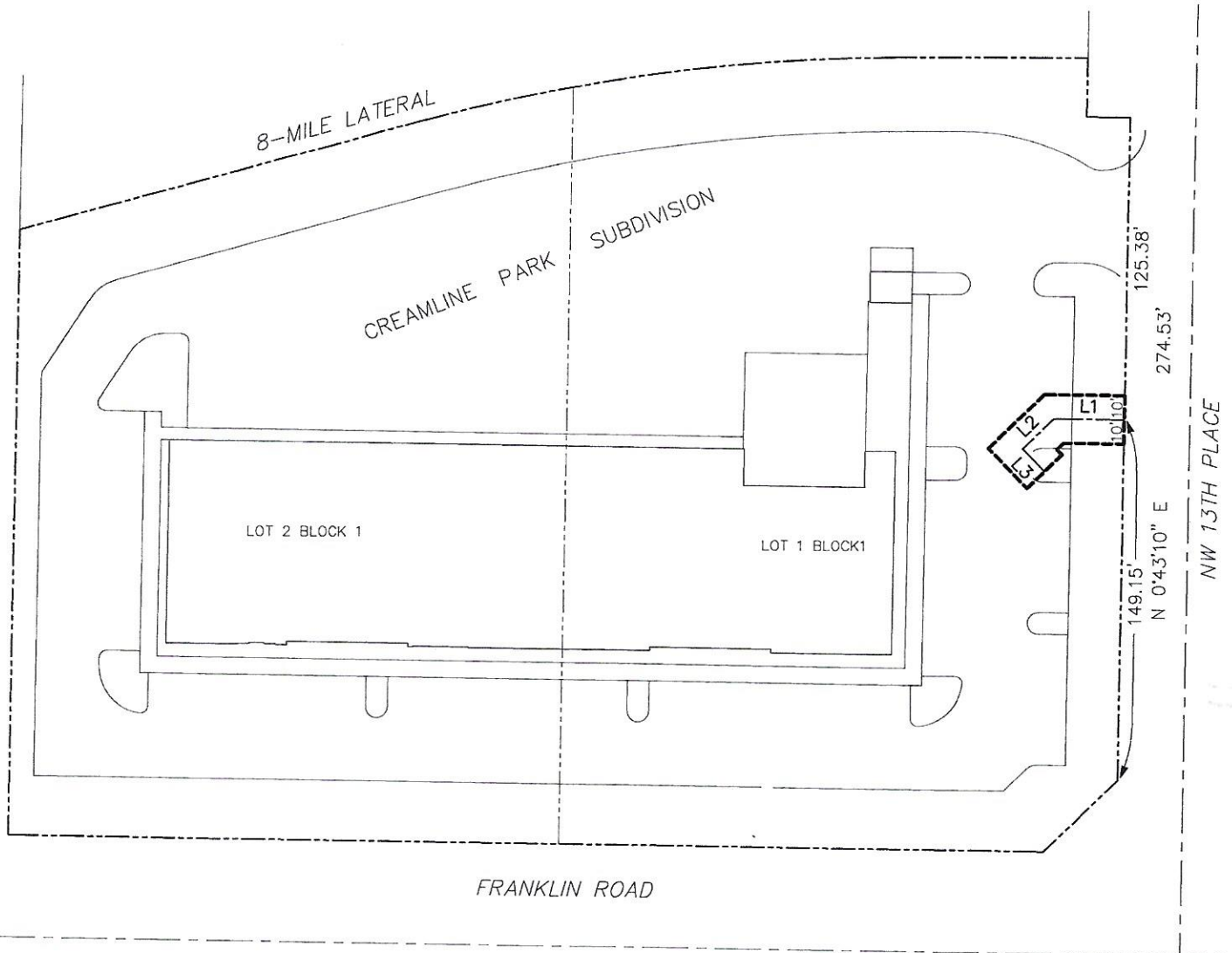
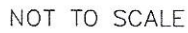
thence leaving said westerly right-of-way North $89^{\circ}16'50''$ West 29.00 feet;

thence South $45^{\circ}43'10''$ West 18.00 feet;

thence South $44^{\circ}16'50''$ East 13.00 feet to the POINT OF TERMINUS, comprising 1200 square feet, more or less.



MAP TO ACCOMPANY LEGAL DESCRIPTION
ADLER INDUSTRIAL
CODALE ELECTRIC NEW WAREHOUSE DEVELOPMENT
WATER MAIN EASEMENT
SITUATED IN LOT 1 BLOCK 1
CREAMLINE PARK SUBDIVISION
IN THE SW 1/4 OF THE SW 1/4 OF SECTION 12
T3N R1W BM
CITY OF MERIDIAN, ADA COUNTY, IDAHO



LINE	LENGTH	BEARING
L1	29.00'	N 89°16'50" W
L2	18.00'	S 45°43'10" W
L3	13.00'	S 44°16'50" E

